
SOLID WASTE REMOVAL

**Lake Shelbyville
Shelbyville, ILLINOIS**

SPECIFICATIONS FOR

SOLID WASTE REMOVAL, LAKE SHELBYVILLE, SHELBYVILLE, ILLINOIS

SOLICITATION NO. DACW43-00-B-0212

THIS IS UNRESTRICTED



**US Army Corps
of Engineers
St. Louis District**

Gateway to Excellence

JANUARY 2000

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SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 43	
2. CONTRACT NO.		3. SOLICITATION NO. DACW43-00-B-0212		4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP)	5. DATE ISSUED 24 Jan 2000	6. REQUISITION/PURCHASE NO. W81C8X-9140-3259	
7. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST RM 4.207 ST LOUIS, MO 63103-2833			CODE B3P0000	8. ADDRESS OFFER TO (If other than Item 7) See Item 7			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 4.203</u> until <u>11 00</u> local time <u>24 Feb 2000</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME JUDY KIBLER		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 314-331-8527		C. E-MAIL ADDRESS Judith.A.Kibler@mvs02.usace.army.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		14	X	J	LIST OF ATTACHMENTS
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X	E	INSPECTION AND ACCEPTANCE		20	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		21			
X	G	CONTRACT ADMINISTRATION DATA		22	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		23	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

Furnish all labor, equipment, supplies, and materials necessary to remove solid waste and clean fish cleaning stations at Lake Shelbyville. The bid items listed above represent the items to be cleaned under this contract. Work shall be performed in accordance with solicitation specifications and provisions.

NOTE 1. Quantities for all items are estimated amounts.

NOTE 2. Prices must be on a firm basis.

NOTE 3. The Government intends to reduce the number of fish cleaning stations serviced during the life of this contract. The quantities in the option years reflect this reduction. The Government intends to remove 2 fish cleaning stations in the recreation areas per year. The contractor must account for this in their bids and realize that no further compensation will be made.

NOTE 4. Optional Service – Items 0007 thru 0013, 1007 thru 1013, 2007 thru 2013, 3007 thru 3013, 4007 thru 4013 on the bidding schedule are OPTIONAL ITEMS. Optional items are NOT guaranteed. Optional items shall be performed ONLY when required and requested by the Government. All work under any optional items or combination of optional items may be eliminated. The Government is not obligated to request work under any optional item. Payment will be made ONLY for work actually requested and performed to the Government's satisfaction.

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SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Dumpster Service - Large (4 cu. yd)	1,576.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Dumpster Service - Medium (3 cu. yd)	1,146.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Dumpster Service - Small (1.5 cu. yd)	983.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Fish Cleaning Station Service	680.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Roll-Off Container Service (30 cu. yd)	4.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Roll-Off Container Service (20 cu. yd)	5.00	Each		

ITEMS 0007 thru 0013 are OPTIONAL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Dumpster Service - Large (4 cu. yd)	10.00	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Dumpster Service - Medium (3 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Dumpster Service - Small (1.5 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Fish Cleaning Station Service	70.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Roll-Off Container Service (30 cu. yd)	1.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Roll-Off Container Service (20 cu. yd)	1.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Roll-Off Container Service (30 cu. yd) Demolition Materials	3.00	Each		

OPTION YEAR 1

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Dumpster Service - Large (4 cu. yd)	1,576.00	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Dumpster Service - Medium (3 cu. yd)	1,146.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Dumpster Service - Small (1.5 cu. yd)	983.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Fish Cleaning Station Service	510.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Roll-Off Container Service (30 cu. y d)	4.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	Roll-Off Container Service (20 cu. yd)	5.00	Each		

OPTIONAL ITEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	Dumpster Service - Large (4 cu. yd)	10.00	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Dumpster Service - Medium (3 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Dumpster service - Small (1.5 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	Fish Cleaning Station Service	50.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	Roll-Off Container Service (30 cu. yd)	1.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	Roll-Off Container Service (20 cu. yd)	1.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	Roll-Off Container Service (30 cu. yd)	3.00	Each		
	Demolition Materials				

OPTION YEAR ONE TOTAL \$ _____

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OPTION YEAR 2

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Dumpster Service - Large (4 cu. yd)	1,576.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Dumpster Service - Medium (3 cu. yd)	1,146.00			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Dumpster Service - Small (1.5 cu. yd)	983.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Fish Cleaning Station Service	340.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	Roll-Off Container Service (30 cu. y d)	4.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	Roll-Off Container Service (20 cu. yd)	5.00	Each		

OPTIONAL ITEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	Dumpster Service - Large (4 cu. yd)	10.00	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Dumpster Service - Medium (3 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Dumpster Service - Small (1.5 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	Fish Cleaning Station Service	35.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	Roll-Off Container Service (30 cu. yd)	1.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012	Roll-Off Container Service (20 cu. yd)	1.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	Roll-Off Container Service (30 cu. yd)	3.00	Each		
	Demolition Materials				
	OPTION YEAR 2 TOTAL \$ _____				

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OPTION YEAR 3

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Dumpster Service - Large (4 cu. yd)	1,576.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Dumpster Service - Medium (3 cu. yd)	1,146.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Dumpster Service - Small (1.5 cu. yd)	983.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Fish Cleaning Station Service	170.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	Roll-Off Container Service (30 cu. yd)	4.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	Roll-Off Container Service (20 cu. yd)	5.00	Each		

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OPTIONAL ITEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007	Dumpster Service - Large (4 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Dumpster Service - Medium (3 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Dumpster Service - Small (1.5 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	Fish Cleaning Station Service	20.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011	Roll-Off container Service (30 cu. yd)	1.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	Roll-Off container Service (20 cu. yd)	1.00	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013	Roll-Off Container Service (30 cu. yd) Demolition Materials	3.00	Each		

OPTION YEAR 3 TOTAL \$ _____

OPTION YEAR NO. 4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Dumpster Service - Large (4 cu. yd)	1,576.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Dumpster Service - Medium (3 cu yd.)	1,146.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Dumpster Service - Small (1.5 cu. yd)	983.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Fish Cleaning Station Service	.00			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	Roll-Off Container Service (30 cu. yd)	4.00	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	Roll-Off container Service (20 cu. yd)	5.00	Each		

OPTIONAL ITEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	Dumpster Service - Large (4 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Dumpster Service - Medium (3 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Dumpster Service - Small (1.5 cu. yd)	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	Fish Cleaning Station Service	.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011	Roll-Off Container Service (30 cu. yd)	1.00	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	Roll-Off Container Service (20 cu. yd)	1.00	Each		
4013	Roll-Off Container Service (30 cu. yd)	3.00	Each		
	Demolition Materials				
OPTION YEAR 4 TOTAL \$ _____					
GRAND TOTAL \$ _____					

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SPECIFICATIONS FOR SOLID WASTE REMOVAL

1. GENERAL.

1.1. Scope. Work shall consist of furnishing all labor, equipment, and material necessary to remove solid waste and clean fish cleaning stations at public-use areas at Lake Shelbyville in accordance with the work schedule and specifications contained herein. Contractor furnished solid waste containers is a requirement of this contract.

1.2. Contracting Officer. The term "Contracting Officer" (CO) means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer. The term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer (COR) acting within the limits of his authority.

1.3. Safety. All work shall be performed in accordance with safety requirements set forth in Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual", September 1996, copies of which are available at the Lake Shelbyville Management Office. All equipment and materials will be inspected by the Government. Any equipment or materials found not in conformity with the safety manual shall be removed from Government property immediately.

1.4. Reserved.

1.5. Water and Electricity. All water and electricity required in the performance of this contract can be obtained from Government sources within the recreation area or from other sources approved by the COR.

1.6. Contract Area (Appendix A). Areas to be maintained shall be as specified in Appendix A.

1.7. Work Plan. The contractor shall provide the COR with a monthly schedule for pickup times for each location and for dumping barrels on outlying lands. See Appendix A for locations and Appendix C for pickup schedule requirements. The work plan shall be submitted to the CO or his authorized representative for approval five calendar days prior to the end of each month. Any changes to the approved work plan must be submitted for approval five calendar days prior to implementation of the work plan change.

1.8. Schedule (Appendix C). Frequency of services, unless otherwise noted in this contract, will be as specified in Appendix C.

1.9. Vehicle Use. The contractor shall not drive off the paved or gravel access roads onto the grass at any time without prior approval of the COR.

1.10. Caution. The work area is located in heavily used recreation areas. All bidders are encouraged to visit the area and discuss the requirements with the Park Manager. WARNING: IN NO EVENT WILL A FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR WITHDRAWAL OF BID AFTER OPENING.

1.11. Definitions.

1.11.1. Deduct Percentage. The percentage obtained when the cost of providing a specific service for a period of time is divided by the total cost of providing all services for the same period of time.

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Example:
$$\frac{\text{Cost Per Month of Emptying Dumpster}}{\text{Total Contract Cost Per Month}} = \text{Deduct Percentage}$$

1.11.2. Small dumpster. A 1.5-yard container with attached wheels for easy movement and an attached lid.

1.11.3. Medium dumpster. A 3-yard container with attached wheels for easy movement and an attached lid.

1.11.4. Large dumpster. A 4-yard container with an attached lid.

1.11.5. Fish Cleaning Station. A structure that consists of a concrete base, tabletop cutting surfaces, holding tank, wooden supports, and a roof. Unit has a trough down the center used to transport fish remains and running water to the holding tank.

1.11.6. Contract Discrepancy Report (CDR). A CDR is a formal document used by the Government to process defects in services (see Appendix G). As initially issued to the contractor, the CDR describes the discrepancy or problem. The CDR will be discussed with the contractor or his representative when it is issued. The contractor shall provide his written response on the CDR form within 24 hours of issuance. The contractor's response must:

- a. Identify the cause and corrective action taken, and
- b. Identify contractor action to prevent recurrence.

The CO will evaluate the contractor's response and take appropriate action, which may include making necessary deductions. Upon finalization of the CDR, the contractor and the COR must sign the form. The contractor will be given a copy of the completed form. Should the contractor not concur with any decision, etc., the contractor may so state, in writing, and request a final decision by the CO. The CO monitors all CDR's issued, and the CDR's are the principle evidence used by the CO in determining government contract actions such as termination or decision not to exercise options.

2. CONTRACTOR FURNISHED EQUIPMENT, MATERIALS, AND SUPPLIES.

2.1. Materials. The contractor shall furnish insecticides, disinfectants, deodorants, dumpster tie-downs, 1.5-, 3-, 4-, 20- and 30-yard containers, and any other materials needed to perform the work contained in these specifications.

2.2. Equipment. Furnish and maintain sufficient equipment suitable to perform the work. All equipment shall be maintained in safe operating condition in accordance with paragraph 1.3 Safety.

2.3. Vehicles.

2.3.1. All vehicles used in performance of this contract shall be kept clean and in safe operating condition in accordance with paragraph 1.3. All vehicles shall also comply with ANSI Standard Z245.1- 1992. No vehicles will be allowed that leak any fluids, including but not limited to, oil, grease, dirty water, or other smelly liquids.

2.3.2. The vehicles shall be clearly marked with an all-weather identification sign showing in 1-1/2 inch or larger letters the contractor's name, type of business, and address (Appendix D).

2.3.3. The vehicles shall be capable of operating within the campgrounds without causing damage to facilities, trees, and other vehicles. The CO does not plan to substantially change the locations of the dumpsters or the current tree limb clearances.

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2.4. Approval of Equipment and Materials.

2.4.1. Prior to commencing work the contractor shall:

2.4.1.1. Submit to the COR a written statement identifying the grade, type, quantity, mixture, and manner of application of all materials to be used during the contract period, and

2.4.1.2. Provide a list of all equipment available to perform the services listed in this contract.

2.4.2. The COR reserves the right to inspect all equipment and materials prior to and during the award period of this contract. All materials, equipment, and operating procedures will be approved by the COR prior to the commencement of work and prior to implementing any changes.

2.4.3. Chemical Reports. The contractor must fill out a chemical report for each type of chemical used. The report shall be turned in to the Lake Shelbyville Project Office within 14 days after application of the chemical has been completed. The following information is to be included: chemical trade name, EPA class, EPA registration number, the target pest, location where applied (Lake Shelbyville Unit __), the total estimated used (gallons or ounces), and the estimated area. The report form to be used is located in Appendix H.

2.5. Trash Containers.

2.5.1. General.

2.5.1.1. All containers shall be marked with the words "Disposal of household or commercial garbage trash or litter is prohibited." All lettering will be white, Helvetica Medium and readable at 30 feet.

2.5.1.2. The color of all containers shall be dark brown and shall match color chips available at the project office. Color of all containers must be approved by the COR prior to being placed into service. Dumpsters shall be repainted or touched up at least annually, more often if necessary. Advertising will not be permitted on any containers.

2.5.1.3. The number of refuse receptacles is specified in Appendix B. The COR may change the location of receptacles, but will not increase the number of refuse receptacles except as specified in Section C, Paragraph 4.4, Optional Service. Locations of refuse receptacles are shown in Appendix A.

2.5.2. Dumpster Units.

2.5.2.1. Trash dumpster units shall be furnished by the contractor and shall be 1.5 or 3 or 4 cubic yard capacity per container. The 1.5- and 3- yard containers shall be equipped with 4 heavy-duty caster wheels of standard manufacturer's design. The dumpster units shall be in compliance with safety standards, including stability. Dumpsters shall be manufactured from 14-gauge steel, with continuous exterior welds and wrap-around corners. Lids shall be of a lightweight material or counter balanced so that a force no greater than ten pounds is needed to open and close the lids. See Appendices A and B for location and capacity of dumpsters.

2.5.3. Roll-off Containers.

2.5.3.1. The contractor shall supply one roll-off container, which shall be placed in the maintenance area at a location to be determined by the COR.

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2.5.3.2. The container shall be in a very clean and serviceable condition when it is placed in service. It shall be brought back to this condition after each dumping. It also shall meet all applicable State and Federal standards for a container of this type.

3. GOVERNMENT FURNISHED MATERIALS.

3.1. Keys. If government keys are issued to the contractor, the final month's work will not be considered completed and accepted until the keys are returned to the government's key control officer. If key(s) are lost and/or not returned, a deduction fee of \$50.00 per key will be made from the final payment. The contractor shall not reproduce keys.

4. REFUSE REMOVAL.

4.1. General - All Refuse Containers.

4.1.1. The contractor shall remove all refuse from all refuse receptacles when they are serviced according to the schedule in Appendix C. Refuse containers in the campgrounds may not be emptied prior to 8 a.m. All work shall be completed by 6 p.m. on the day the work is scheduled.

4.1.2. The contractor shall remove all loose litter, trash bags, garbage, etc., on and within ten feet of the surface of the dumpster pad and shall place it in the refuse truck each time a refuse removal service is performed. The contractor shall replace and center all containers within the designated area and shall insure that all container lids and enclosure doors are properly closed.

4.1.3. The contractor shall wash and disinfect all refuse receptacles and dumpster pads using approved cleaning and disinfectant solutions, when needed, to maintain sanitary conditions. The trash dumpster units shall be in a clean, odor- free condition after servicing. (NOTE: High-pressure sprayers have been found to be efficient for removing trash, garbage, fish scales, and other remains.)

4.1.4. The contractor shall ensure that dumpsters remain in their proper locations. In the event of movement or removal of dumpsters by unauthorized people or due to weather, the contractor shall retrieve and reset them at the next scheduled pick up. The contractor shall also collect and properly dispose of all refuse spilled on both land and water due to the refuse containers unauthorized movement or removal. This shall be accomplished within the same time constraints as indicated above in this paragraph. If dumpster movement becomes a problem, the COR can require that the contractor anchor dumpsters to prevent movement.

4.1.5. The contractor shall immediately remove all refuse that has spilled either accidentally or otherwise from the contractor's equipment or as a result of broken refuse bags. Liquid wastes shall be washed down to prevent unsanitary conditions.

4.2. Fish Cleaning Stations.

4.2.1. The contractor shall remove all fish remains at fish cleaning stations and clean all surfaces of the structure, concrete pad, fixtures, and holding baskets. All effluent and debris washed from the station shall also be removed. The contractor shall remove all material from the holding basket and any that has adhered to the sides or bottom of the holding tank. The basket must be lifted in such a way to avoid damage during removal of fish remains.

4.2.2. The contractor shall drain the holding tank, replace the plug, and refill the holding tank 1/2 full with clear water mixed with deodorant, if necessary, after cleaning.

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4.2.3. When complete, the entire structure shall be free of webs, nests, scales, and other remains. The tabletop cutting surfaces shall be free of stains. There shall be no noticeable odor emanating from the fish cleaning station.

4.3. Roll-Off Containers.

4.3.1. A 30-yd. container shall be provided during the months of March through November, and a 20-yd. container shall be provided during the months of December through February.

4.3.2. The roll-off container shall be emptied on an as needed basis. The container shall be emptied by the contractor within 5 days after notification by the COR.

4.4. Optional Service.

4.4.1. It is anticipated that extra service will be required for special events or due to heavy recreational use.

4.4.2. The COR will notify the contractor 10 calendar days in advance of the number and location of required containers for special events and the length of time they will be needed. The containers shall be delivered and put in place by the contractor at least 24 hours before the scheduled date requested by the COR.

4.4.3. The COR will notify the contractor 4 hours in advance of extra service required for other than special events.

4.4.4. Fish Cleaning Stations. Historically, Lake Shelbyville experiences good fishing conditions in the spring and fall. When this occurs, fish cleaning stations may need to be cleaned on any given day, including Sunday. Fish cleaning stations shall be cleaned by the contractor within 4 hours after notification of the COR. When the COR requests optional cleaning of fish cleaning stations, he will request that a minimum of 3 fish cleaning stations be serviced at a time.

4.4.5. Roll-off Container Service - Demolition Materials. There are times when the Government must dispose of a quantity of heavy, bulky, non-compressible materials such as railroad ties. When this occurs, the Government will consolidate the items into one 30 cu. yd container. The contractor will be notified, and the roll-off container service will be paid under line item 13 - roll-off container service - Demolition Materials.

5. DISPOSAL OF REFUSE.

5.1. The contractor shall haul all refuse in an enclosed packer- type trucks, except as noted, capable of properly servicing the side or rear load design dumpster units. The packer-type truck shall be washed and deodorized so no odor is detected.

5.2. All collected refuse shall be transported by the contractor to and deposited in a sanitary landfill having a current and valid State or Federal EPA permit. A copy of the permit must be provided to the COR before any work begins.

6. RESERVED

7. ENVIRONMENTAL PROTECTION.

7.1. Scope. This paragraph prescribes actions required for the prevention of environmental pollution during, and as the result of, operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of chemicals, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to

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man; or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste management and management of radiant energy and radioactive materials as well as other pollutants.

7.2. Protection of Land Resources. The work areas on which the work is to be performed under this contract and the land resources adjacent thereto should be preserved in their present condition.

7.3. Protection of Water Resources.

7.3.1. Contamination of Water. Lakes, ditches, rivers, canals, waterways, or reservoirs shall not be polluted with fuels, oil, bitumens, calcium chloride, insecticides, herbicides or other similar materials harmful to fish, shell fish, or wildlife, or materials which may be detrimental to outdoor recreation.

7.3.2. Disposal of Materials. The methods and locations of disposal of materials, waste, effluents, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter lakes, ditches, rivers, canals, waterways, or reservoirs by erosion.

7.3.3. Permits and Responsibilities. The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with prosecution of the work. The contractor shall be similarly responsible for all damages to persons or property that occur as a result of his/her fault or negligence; shall take proper safety and health precautions to protect the work, the workers, the public, and all the property of others; shall also be responsible for all materials delivered and work performed until completion and acceptance of the Contract.

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SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-4 Inspection Of Services--Fixed Price AUG 1996

INSPECTION/ACCEPTANCE

The work will be conducted under the general direction of the Contracting Officer and is subject to inspection by his/her appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Formal acceptance will be made by the Contracting Officer or authorized representative for and in behalf of the government. The primary method of inspection shall be through random sampling. See Appendix E.
(end of clause)

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Government will monitor the contract using a QASP (see Appendix E), but reserves the right to alter or change the plan at its own discretion. The QASP is included as Appendix E for information purposes only and will not be made a part of any resulting contract.
(end of clause)

END OF SECTION E

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-17 Government Delay Of Work

APR 1984

PERIOD OF PERFORMANCE

The services under this contract shall be performed during the period of April 1, 2000 (or date of award, whichever is later) through one full year after the date of award. If the Government exercises the option to renew, the contract period for the renewal year(s) will begin the day after the ending date for the preceding award year and end one full year thereafter. The work will be performed in accordance with solicitation specifications and provisions. Starting date to be approximately 10 days after date of award, but not before the approximate period mentioned above.

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SECTION G Contract Administration Data

PAYMENT

Payment will be made monthly, or more frequently if deemed to be in the best interest of the Government, for the work actually performed during the billing period at the applicable contract unit price, as soon as practicable, after acceptance of the work performed and upon receipt of the correct invoice in quadruplicate. Each invoice shall contain the following information.

- Contractor's name and address exactly as it appears on the contract,
- Contract number (and Delivery Order number, if applicable),
- Contract description of supplies or services as specified in Section B,
- Quantities,
- Unit,
- Unit prices,
- Extended totals.

In the event an area is opened/closed for any reason, the government shall have the right to increase/decrease the amount of payment in accordance with the specified unit price of the area for the duration that the area is opened/closed.

(end of clause)

CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative will provide liaison for the contract between the Government and the Contractor. The Contracting Officer's Representative is not, however, authorized to change any of the terms and conditions of the contract, make decisions concerning dispute arising under the contract, or terminate the contract or any portion thereof.

(end of clause)

END OF SECTION G

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CONTINUING CONTRACTS (Alternate) (MAR 1995) -- EFARS 52.232-002

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$5,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefor are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.
(end of clause)

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STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) FAR 52.222-0042

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Truck Driver	\$18.46
Laborer	\$13.74

Wage Determination No. 94-2169 (Rev 10) dated 6/1/99 is incorporated.
(end of clause)

SUPERVISION

The Contractor shall provide adequate supervision of his employees to insure compliance with the contract specification.
(end of clause)

REQUIRED INSURANCE

a. As required by the Contract Clause entitled "Insurance-Work on a Government Installation", the Contractor shall furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The Contractor shall assure that the certificate or written statement is in accordance with required wording indicated in paragraph b of the aforementioned Contract Clause.

(1) Workmen's Compensation -- Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance -- \$100,000.

(3) Comprehensive General Liability Insurance -- (No property damage liability insurance is required.)

Bodily Injury -- \$500,000 per occurrence

(4) Comprehensive Automobile Insurance

--

Bodily Injury -- \$200,000 each person
\$500,000 each accident

Property Damage -- \$ 20,000 each accident

b. Certificates of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corps of Engineers
Lake Shelbyville Management Office
RR #4, box 128B
Shelbyville, IL 62565

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CHANGES

During the contract period, it may be necessary to change the number and/or frequency of services due to construction, maintenance repairs, variations in public visitation, complete or partial closure of recreation areas, or other circumstances. In the event changes occur, the contractor will be notified in writing 48 hours in advance. Any changes in the number and or frequency of services will require an increase or reduction in the total contract amount on the basis of the contract unit price.
(end of clause)

QUALITY CONTROL/ASSURANCE

(a) Quality Control - The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the Contracting Officer at the preaward survey conference or not later than at the pre-work conference if a preaward survey conference is not held. An updated copy must be provided the Contracting Officer on contract start date and as changes occur. The program will include, but not be limited to the following:

(1) An inspection system covering all the services stated in the contract. It must specify areas to be inspected on either a scheduled or unscheduled basis and the individuals who will do the inspection.

(2) A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

(3) A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Government during the term of the contract.

(b) Quality Assurance - The Government will monitor the Contractor's performance under this contract using the quality assurance procedures specified in the solicitation.

(end of clause)

QUALITY ASSURANCE

The Government has developed a Quality Assurance Surveillance Plan (QASP) to assure the Government that the work specified under the contract is completed satisfactorily. The plan is included in this solicitation as Appendix E for informational purposes only and will not be made a part of any resulting contract. It should be noted that the Government retains the right to change or modify this Plan at its discretion. Offerors may utilize this QASP in the preparation of the Quality Control Plan required to be submitted. Should it become necessary for the Quality Assurance Inspector to perform reinspections of defective work (due to failure of the Contractor Quality Control System to locate and cure these deficiencies prior to the QA's inspection), there will be a reinspection/administration charge equal to the Actual Government Cost (AGC) at the Effective Hourly Rate

E.H.R) applied to reinspect the services contained herein per inspection. The AGC reinspection time will start the minute the inspector is called and/or stops his other duties to perform the reinspection and will end after the inspector returns to his duty site after the inspection. These charges will be deducted from the Contractor's monthly invoice. Reinspection charges will only be charged when the Contractor has been given the opportunity to redo work that was not originally performed correctly.

SAFETY REGULATIONS

The Contractor shall comply with all the applicable requirements of Corps of Engineers Manual EM 385-1-1 dated 3 September 1996 entitled "Safety and Health Requirements Manual".

(end of clause)

END OF SECTION H

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52.202-1	Definitions	OCT 1995	
52.203-3	Gratuities	APR 1984	
52.203-5	Covenant Against Contingent Fees	APR 1984	
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995	
52.203-7	Anti-Kickback Procedures	JUL 1995	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997	
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997	
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995	
52.214-26	Audit and Records--Sealed Bidding	OCT 1997	
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997	
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997	
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986	
52.219-8	Utilization of Small Business Concerns	OCT 1999	
52.219-14	Limitations On Subcontracting	DEC 1996	
52.222-3	Convict Labor	AUG 1996	
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995	
52.222-21	Prohibition Of Segregated Facilities	FEB 1999	
52.222-26	Equal Opportunity	FEB 1999	
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998	
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999	
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989	
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989	
52.223-2	Clean Air And Water	APR 1984	
52.223-6	Drug Free Workplace	JAN 1997	
52.223-14	Toxic Chemical Release Reporting	OCT 1996	
52.225-11	Restrictions On Certain Foreign Purchases	AUG 1998	
52.227-1	Authorization and Consent	JUL 1995	
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996	
52.228-5	Insurance - Work On A Government Installation	JAN 1997	
52.229-3	Federal, State And Local Taxes	JAN 1991	
52.232-9	Limitation On Withholding Of Payments	APR 1984	
52.232-17	Interest	JUN 1996	
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984	
52.232-25	Prompt Payment	JUN 1997	
52.232-33	Payment by Electronic Funds Transfer--Central Contractor	MAY 1999	

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52.233-1	Disputes		DEC		1998
52.233-3	Protest After Award		AUG		1996
52.242-13	Bankruptcy		JUL		1995
52.244-6	Subcontracts for Commercial Items and Commercial Components		OCT		1998
52.249-2	Termination For Convenience Of The Government (Fixed-Price)		SEP		1996
52.253-1	Computer Generated Forms		JAN		1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies		MAR		1999
252.203-7002	Display Of DOD Hotline Poster		DEC		1991
252.204-7004	Required Central Contractor Registration		MAR		1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country		MAR		1998
252.243-7001	Pricing Of Contract Modifications		DEC		1991
252.243-7002	Requests for Equitable Adjustment		MAR		1998
252.247-7023	Transportation of Supplies by Sea		NOV		1995
252.247-7024	Notification Of Transportation Of Supplies By Sea		NOV		1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

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(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

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(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

{time} Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.248-1 VALUE ENGINEERING (NOV 1999)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

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<p>(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;</p>		
<p>(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and</p>		
<p>(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.</p>		
<p>"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.</p>		
<p>"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.</p>		
<p>"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.</p>		
<p>"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.</p>		
<p>"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.</p>		
<p>"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.</p>		
<p>"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.</p>		
<p>"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.</p>		
<p>"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation</p>		

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costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
 - (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.
 - (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
 - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

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(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings
[Figures in Percent]

Contract type	Sharing arrangement			
	Incentive (voluntary)		Program requirement (mandatory)	
	Con-current and		Con-current and	
	Instant contract rate	future contract rate	Instant contract rate	future contract rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50	\1\ 50	25	25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50	(\2\)	25

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Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)..... \3\ 25 \3\ 25 15 15 -----		
<p>\1\ The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.</p> <p>\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.</p> <p>\3\ The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.</p> <p>(g) Calculating net acquisition savings.</p> <p>(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.</p> <p>(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.</p> <p>(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.</p> <p>(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.</p> <p>(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--</p> <p>(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;</p> <p>(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;</p> <p>(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;</p> <p>(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and</p> <p>(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:</p> <p>(i) Fixed-price contracts--add to contract price.</p>		

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(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the instant contract amount must be increased, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

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(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

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SECTION J List of Documents, Exhibits and Other Attachments

Wage Determination

Appendix A

Appendix B

Appendix C

Appendix D

Appendix E

Appendix F

Appendix G

Appendix H

WAGE DETERMINATION NO: 94-2169 REV (10) AREA: IL,DACATURWAGE DETERMINATION NO: **94-2169** REV (10) AREA: IL,DACATUR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Division of	Wage Determinations	Wage Determination No.: 94-2169 Date of Last Revision: 06/01/1999
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State): Illinois

Areas: Illinois COUNTIES OF Christian, Clark, Coles, Crawford, Cumberland,
Jasper, Macon, Moultrie, Shelby

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 6.90
01012 Accounting Clerk II	\$ 10.08
01013 Accounting Clerk III	\$ 11.72
01014 Accounting Clerk IV	\$ 14.89
01030 Court Reporter	\$ 9.63
01050 Dispatcher, Motor Vehicle	\$ 9.63
01060 Document Preparation Clerk	\$ 7.00
01070 Messenger (Courier)	\$ 5.70
01090 Duplicating Machine Operator	\$ 8.64
01110 Film/Tape Librarian	\$ 8.60
01115 General Clerk I	\$ 5.70
01116 General Clerk II	\$ 6.40
01117 General Clerk III	\$ 7.00
01118 General Clerk IV	\$ 8.51
01120 Housing Referral Assistant	\$ 12.26
01131 Key Entry Operator I	\$ 7.98
01132 Key Entry Operator II	\$ 9.00
01191 Order Clerk I	\$ 6.52
01192 Order Clerk II	\$ 8.85
01261 Personnel Assistant (Employment) I	\$ 7.66
01262 Personnel Assistant (Employment) II	\$ 8.60
01263 Personnel Assistant (Employment) III	\$ 9.63
01264 Personnel Assistant (Employment) IV	\$ 12.26
01270 Production Control Clerk	\$ 11.05
01290 Rental Clerk	\$ 8.60
01300 Scheduler, Maintenance	\$ 8.72
01311 Secretary I	\$ 8.64
01312 Secretary II	\$ 9.63
01313 Secretary III	\$ 12.26
01314 Secretary IV	\$ 13.14
01315 Secretary V	\$ 13.67
01320 Service Order Dispatcher	\$ 8.61
01341 Stenographer I	\$ 9.13
01342 Stenographer II	\$ 9.97
01400 Supply Technician	\$ 13.14
01420 Survey Worker (Interviewer)	\$ 9.63
01460 Switchboard Operator-Receptionist	\$ 7.51
01510 Test Examiner	\$ 9.63

01520 Test Proctor	\$ 9.63
01531 Travel Clerk I	\$ 7.70
01532 Travel Clerk II	\$ 8.30
01533 Travel Clerk III	\$ 8.85
01611 Word Processor I	\$ 8.50
01612 Word Processor II	\$ 9.54
01613 Word Processor III	\$ 10.67
Automatic Data Processing Occupations:	
03010 Computer Data Librarian	\$ 8.67
03041 Computer Operator I	\$ 8.16
03042 Computer Operator II	\$ 10.03
03043 Computer Operator III	\$ 12.97
03044 Computer Operator IV	\$ 13.13
03045 Computer Operator V	\$ 14.54
03071 Computer Programmer I 1/	\$ 11.33
03072 Computer Programmer II 1/	\$ 13.63
03073 Computer Programmer III 1/	\$ 16.66
03074 Computer Programmer IV 1/	\$ 20.51
03101 Computer Systems Analyst I 1/	\$ 16.70
03102 Computer Systems Analyst II 1/	\$ 20.51
03103 Computer Systems Analyst III 1/	\$ 25.21
03160 Peripheral Equipment Operator	\$ 9.82
Automotive Service Occupations:	
05005 Automobile Body Repairer, Fiberglass	\$ 15.24
05010 Automotive Glass Installer	\$ 15.34
05040 Automotive Worker	\$ 15.34
05070 Electrician, Automotive	\$ 16.40
05100 Mobile Equipment Servicer	\$ 13.55
05130 Motor Equipment Metal Mechanic	\$ 16.40
05160 Motor Equipment Metal Worker	\$ 15.34
05190 Motor Vehicle Mechanic	\$ 16.40
05220 Motor Vehicle Mechanic Helper	\$ 13.55
05250 Motor Vehicle Upholstery Worker	\$ 15.34
05280 Motor Vehicle Wrecker	\$ 15.34
05310 Painter, Automotive	\$ 15.83
05340 Radiator Repair Specialist	\$ 15.34
05370 Tire Repairer	\$ 13.55
05400 Transmission Repair Specialist	\$ 16.40
Food Preparation and Service Occupations:	
07010 Baker	\$ 10.91
07041 Cook I	\$ 10.10
07042 Cook II	\$ 10.91
07070 Dishwasher	\$ 8.08
07100 Food Service Worker (Cafeteria Worker)	\$ 8.08
07130 Meat Cutter	\$ 10.91
07250 Waiter/Waitress	\$ 8.65
Forestry and Logging Occupations:	
Furniture Maintenance and Repair Occupations:	
09010 Electrostatic Spray Painter	\$ 14.68
09040 Furniture Handler	\$ 12.57
09070 Furniture Refinisher	\$ 14.68
09100 Furniture Refinisher Helper	\$ 12.57
09110 Furniture Repairer, Minor	\$ 13.70
09130 Upholsterer	\$ 14.20
General Service and Support Occupations:	
11030 Cleaner, Vehicles	\$ 8.08
11060 Elevator Operator	\$ 8.08
11090 Gardener	\$ 10.10
11121 Housekeeping Aide I	\$ 7.51
11122 Housekeeping Aide II	\$ 8.08
11150 Janitor	\$ 8.08
11210 Laborer, Grounds Maintenance	\$ 8.65
11240 Maid or Houseman	\$ 7.51
11270 Pest Controller	\$ 10.50

11300 Refuse Collector	\$ 8.08
11330 Tractor Operator	\$ 9.66
11360 Window Cleaner	\$ 8.65
Health Occupations:	
12020 Dental Assistant	\$ 10.09
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.85
12071 Licensed Practical Nurse I	\$ 8.03
12072 Licensed Practical Nurse II	\$ 9.02
12073 Licensed Practical Nurse III	\$ 10.09
12100 Medical Assistant	\$ 8.54
12130 Medical Laboratory Technician	\$ 9.02
12160 Medical Record Clerk	\$ 9.02
12190 Medical Record Technician	\$ 12.49
12221 Nursing Assistant I	\$ 6.55
12222 Nursing Assistant II	\$ 7.36
12223 Nursing Assistant III	\$ 8.03
12224 Nursing Assistant IV	\$ 9.02
12250 Pharmacy Technician	\$ 11.24
12280 Phlebotomist	\$ 9.02
12311 Registered Nurse I	\$ 12.49
12312 Registered Nurse II	\$ 15.28
12313 Registered Nurse II, Specialist	\$ 15.28
12314 Registered Nurse III	\$ 18.49
12315 Registered Nurse III, Anesthetist	\$ 18.49
12316 Registered Nurse IV	\$ 22.16
Information and Arts Occupations:	
13002 Audiovisual Librarian	\$ 16.68
13011 Exhibits Specialist I	\$ 14.28
13012 Exhibits Specialist II	\$ 17.48
13013 Exhibits Specialist III	\$ 18.00
13041 Illustrator I	\$ 14.28
13042 Illustrator II	\$ 17.48
13043 Illustrator III	\$ 18.00
13047 Librarian	\$ 13.67
13050 Library Technician	\$ 10.50
13071 Photographer I	\$ 12.40
13072 Photographer II	\$ 14.28
13073 Photographer III	\$ 17.48
13074 Photographer IV	\$ 18.00
13075 Photographer V	\$ 18.54
Laundry, Drycleaning, Pressing and Related Occups:	
15010 Assembler	\$ 5.97
15030 Counter Attendant	\$ 5.97
15040 Dry Cleaner	\$ 7.84
15070 Finisher, Flatwork, Machine	\$ 5.97
15090 Presser, Hand	\$ 5.97
15100 Presser, Machine, Drycleaning	\$ 5.97
15130 Presser, Machine, Shirts	\$ 5.97
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.97
15190 Sewing Machine Operator	\$ 8.31
15220 Tailor	\$ 8.76
15250 Washer, Machine	\$ 6.61
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom)	\$ 14.20
19040 Tool and Die Maker	\$ 16.71
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator	\$ 13.21
21020 Material Coordinator	\$ 13.55
21030 Material Expediter	\$ 12.57
21040 Material Handling Laborer	\$ 12.13
21050 Order Filler	\$ 12.85
21071 Forklift Operator	\$ 13.55
21080 Production Line Worker (Food Processing)	\$ 13.55
21100 Shipping/Receiving Clerk	\$ 13.55

21130 Shipping Packer	\$ 13.55
21140 Store Worker I	\$ 8.43
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 9.53
21210 Tools and Parts Attendant	\$ 13.55
21400 Warehouse Specialist	\$ 13.55
Mechanics and Maintenance and Repair Occupations:	
23010 Aircraft Mechanic	\$ 16.40
23040 Aircraft Mechanic Helper	\$ 13.55
23050 Aircraft Quality Control Inspector	\$ 15.81
23060 Aircraft Servicer	\$ 14.79
23070 Aircraft Worker	\$ 15.34
23100 Appliance Mechanic	\$ 15.34
23120 Bicycle Repairer	\$ 13.55
23125 Cable Splicer	\$ 16.40
23130 Carpenter, Maintenance	\$ 15.34
23140 Carpet Layer	\$ 15.34
23160 Electrician, Maintenance	\$ 16.40
23181 Electronics Technician, Maintenance I	\$ 14.20
23182 Electronics Technician, Maintenance II	\$ 14.68
23183 Electronics Technician, Maintenance III	\$ 15.24
23260 Fabric Worker	\$ 13.55
23290 Fire Alarm System Mechanic	\$ 16.40
23310 Fire Extinguisher Repairer	\$ 14.79
23340 Fuel Distribution System Mechanic	\$ 16.40
23370 General Maintenance Worker	\$ 15.34
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 16.40
23430 Heavy Equipment Mechanic	\$ 16.40
23440 Heavy Equipment Operator	\$ 16.40
23460 Instrument Mechanic	\$ 16.40
23470 Laborer	\$ 8.08
23500 Locksmith	\$ 15.83
23530 Machinery Maintenance Mechanic	\$ 16.40
23550 Machinist, Maintenance	\$ 16.40
23580 Maintenance Trades Helper	\$ 13.55
23640 Millwright	\$ 16.40
23700 Office Appliance Repairer	\$ 14.79
23740 Painter, Aircraft	\$ 15.83
23760 Painter, Maintenance	\$ 15.83
23790 Pipefitter, Maintenance	\$ 16.40
23800 Plumber, Maintenance	\$ 15.83
23820 Pneudraulic Systems Mechanic	\$ 16.40
23850 Rigger	\$ 15.34
23870 Scale Mechanic	\$ 15.34
23890 Sheet-Metal Worker, Maintenance	\$ 16.40
23910 Small Engine Mechanic	\$ 14.79
23930 Telecommunications Mechanic I	\$ 16.40
23931 Telecommunications Mechanic II	\$ 17.06
23950 Telephone Lineman	\$ 16.40
23960 Welder, Combination, Maintenance	\$ 16.40
23965 Well Driller	\$ 15.83
23970 Woodcraft Worker	\$ 15.83
23980 Woodworker	\$ 15.34
Personal Needs Occupations:	
24570 Child Care Attendant	\$ 7.63
24580 Child Care Center Clerk	\$ 9.52
24600 Chore Aide	\$ 5.72
24630 Homemaker	\$ 10.58
Plant and System Operation Occupations:	
25010 Boiler Tender	\$ 15.83
25040 Sewage Plant Operator	\$ 15.83
25070 Stationary Engineer	\$ 16.40
25190 Ventilation Equipment Tender	\$ 15.83
25210 Water Treatment Plant Operator	\$ 15.83
Protective Service Occupations:	

27004 Alarm Monitor	\$ 9.25
27006 Corrections Officer	\$ 13.21
27010 Court Security Officer	\$ 14.70
27040 Detention Officer	\$ 13.21
27070 Firefighter	\$ 13.94
27101 Guard I	\$ 7.81
27102 Guard II	\$ 9.25
27130 Police Officer	\$ 16.95
Stevedoring/Longshoremen Occupational Services:	
28010 Blocker and Bracer	\$ 15.58
28020 Hatch Tender	\$ 15.58
28030 Line Handler	\$ 15.58
28040 Stevedore I	\$ 15.04
28050 Stevedore II	\$ 15.99
Technical Occupations:	
29010 Air Traffic Control Specialist, Center 2/	\$ 24.05
29011 Air Traffic Control Specialist, Station 2/	\$ 16.58
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.26
29023 Archeological Technician I	\$ 12.59
29024 Archeological Technician II	\$ 14.16
29025 Archeological Technician III	\$ 17.48
29030 Cartographic Technician	\$ 17.48
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 16.70
29040 Civil Engineering Technician	\$ 17.48
29061 Drafter I	\$ 7.58
29062 Drafter II	\$ 12.40
29063 Drafter III	\$ 14.28
29064 Drafter IV	\$ 17.48
29081 Engineering Technician I	\$ 7.58
29082 Engineering Technician II	\$ 12.40
29083 Engineering Technician III	\$ 14.28
29084 Engineering Technician IV	\$ 17.48
29085 Engineering Technician V	\$ 18.00
29086 Engineering Technician VI	\$ 18.54
29090 Environmental Technician	\$ 12.31
29100 Flight Simulator/Instructor (Pilot)	\$ 20.51
29150 Graphic Artist	\$ 16.70
29160 Instructor	\$ 14.92
29210 Laboratory Technician	\$ 10.73
29240 Mathematical Technician	\$ 17.48
29361 Paralegal/Legal Assistant I	\$ 9.63
29362 Paralegal/Legal Assistant II	\$ 13.14
29363 Paralegal/Legal Assistant III	\$ 16.07
29364 Paralegal/Legal Assistant IV	\$ 19.45
29390 Photooptics Technician	\$ 17.48
29480 Technical Writer	\$ 17.69
29491 Unexploded Ordnance Technician I	\$ 15.28
29492 Unexploded Ordnance Technician II	\$ 18.49
29493 Unexploded Ordnance Technician III	\$ 22.16
29494 Unexploded Safety Escort	\$ 15.28
29495 Unexploded Sweep Personnel	\$ 15.28
29620 Weather Observer, Senior 3/	\$ 13.51
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 12.15
29622 Weather Observer, Upper Air 3/	\$ 12.15
Transportation/Mobile Equipment Operation Occups:	
31030 Bus Driver	\$ 11.50
31260 Parking and Lot Attendant	\$ 8.60
31290 Shuttle Bus Driver	\$ 11.40
31300 Taxi Driver	\$ 9.91
31361 Truckdriver, Light Truck	\$ 10.85
31362 Truckdriver, Medium Truck	\$ 11.40
31363 Truckdriver, Heavy Truck	\$ 11.82
31364 Truckdriver, Tractor-Trailer	\$ 12.25
Miscellaneous Occupations:	

99020 Animal Caretaker	\$ 6.50
99030 Cashier	\$ 6.23
99041 Carnival Equipment Operator	\$ 9.66
99042 Carnival Equipment Repairer	\$ 10.10
99043 Carnival Worker	\$ 8.08
99050 Desk Clerk	\$ 7.63
99095 Embalmer	\$ 15.28
99300 Lifeguard	\$ 6.80
99310 Mortician	\$ 15.28
99350 Park Attendant (Aide)	\$ 8.54
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 6.80
99500 Recreation Specialist	\$ 10.58
99510 Recycling Worker	\$ 6.88
99610 Sales Clerk	\$ 6.80
99620 School Crossing Guard (Crosswalk Attendant)	\$ 8.08
99630 Sports Official	\$ 6.80
99658 Survey Party Chief (Chief of Party)	\$ 11.39
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 8.98
99660 Surveying Aide	\$ 6.18
99690 Swimming Pool Operator	\$ 9.40
99720 Vending Machine Attendant	\$ 9.40
99730 Vending Machine Repairer	\$ 11.22
99740 Vending Machine Repairer Helper	\$ 9.91

** Fringe Benefits Required For All Occupations Included In
This Wage Determination **

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that

required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any

contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

-- --

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country MAR 1998
- 252.209-7003 Compliance With Veterans' Employment Reporting Requirements MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is, () is not a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) ALTERNATE I (OCT 1998) & ALTERNATE II (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 4953.

(2) The small business size standard is \$6 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) ([Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

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change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. ([The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

☐ is not a Historically Black College or University;

☐ is not a Minority Institution.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-1	Solicitation Definitions--Sealed Bidding	JUL 1987
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-9	Failure To Submit Bid	JUL 1995
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-12	Preparation Of Bids	APR 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Army Corps of Engineers, St. Louis District, 1222 Spruce Street, Room 4.207, St. Louis, MO 63103-2833

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov.far

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5	Evaluation Of Options	JUL 1990
52.232-15	Progress Payments Not Included	APR 1984

APPENDIX B

CONTAINER QUANTITIES IN EACH RECREATION AREA

PARTIAL

COMPLETE

Recreation Area	SMALL CONTAINER	MEDIUM CONTAINER	LARGE CONTAINER	FISH CLEANING STATION		SMALL CONTAINER	MEDIUM CONTAINER	LARGE CONTAINER	FISH CLEANING STATION	ROLLOFF
ADMIN. & MAINT.						2				1
DAM EAST						1	1			
SPILLWAY	1	1				1	1		1	
DAM WEST	1	1				1	1	1		
LITHIA SPRINGS	2					2	2	5	1	
OPPOSSUM CREEK P/P1	1/1			0/1		1		4	1	
COON CREEK P/P1		0/2	0/6	1/1			2	7	1	
LONE POINT P/P1	1/1			0/1		1	3	2	1	
WHITLEY CREEK P/P1	1/1			0/1		6			1	
SULLIVAN BEACH								1		
OKAW BLUFF							1			
BO WOOD		1					3	2	1	
WILBORN CREEK P/P1/P2		1/1/1	0/1/0	0/1/1		1	1	1	1	

This table details the type and quantity of containers that will be serviced in each recreation area. The schedule of service is given in Appendix C. The "COMPLETE" columns give the quantity of containers in use when the total recreation area is open and being serviced. The "PARTIAL" columns give the quantity of containers in use when a portion of the recreation area is closed or is not being serviced. When a "P" service is requested, only the picnic area and/or boat ramp portion of the facility will be serviced. The following details what parts of the park are not serviced when a P1 or P2 service is requested.

P1

Coon Creek
Opossum Creek
Lone Point
Whitley Creek
Wilborn Creek

G & H legs are not serviced
Campground is not serviced
Campground is not serviced
Campground is not serviced
Group Camp area is not serviced

P2

Wilborn Creek

Beach and Group Camp are not serviced

APPENDIX C

SCHEDULE OF SOLID WASTE REMOVAL

Footnotes for following pages:

C - "COMPLETE" - the total recreation area will be serviced as indicated by this schedule. the quantities in each recreation area are detailed in Appendix B, in the "complete" columns

P, P1, P2 - "PARTIAL" - Portions of the recreation area are closed or are not being serviced. Those portions remaining open will be serviced according to this schedule. The quantities in each recreation area and which portion of the area that is not being serviced are detailed in Appendix B in the "Partial" columns.

F - "FISH CLEANING STATION ONLY" - Fish cleaning stations require cleaning at a greater frequency than the rest of the recreation areas. At other heavy use periods, additional cleanings may be required. See this schedule and applicable footnotes for frequency. Note that Fish Station Cleanings are not required as a routine part of any partial services during the months of November, December, January, February, and March. They can be required as Optional Services.

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
MARCH 2000

APP. C-2

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area						C							C							C							C				
Dam East						C							C							C							C				
Dam West						P							P							P							P				
Spillway						P							P							P							P				
Lithia Springs						P							P							P							P				
Opossum Creek						P							P							P							P				
Coon Creek																															
Lone Point						P							P							P							P				
Whitley Creek						P							P							P							P				
Sullivan Beach																															
Okaw Bluff																															
Bo Wood						P							P							P							P				
Wilborn Creek						P							P							P							P				

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
APRIL 2000

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Admin. & Maint. Area			C							C							C							C						
Dam East			C							C							C							C						
Dam West			P							P							P							C						
Spillway			P							C				F	F		C				F	F		C				F	F	
Lithia Springs			P							C				F	F		C				F	F		C				F	F	
Opossum Creek			P							P1				F	F		P1				F	F		P1				F	F	
Coon Creek										P1				F	F		P1				F	F		P1				F	F	
Lone Point			P							P1				F	F		P1				F	F		P1				F	F	
Whitley Creek			P							P1				F	F		P1				F	F		P1				F	F	
Sullivan Beach																								C						
Okaw Bluff			C							C							C							C						
Bo Wood			P							C				F	F		C				F	F		C				F	F	
Wilborn Creek			P							P2				F	F		P2				F	F		P1				F	F	

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
MAY 2000

APP. C-4

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area	C							C							C							C			C						
Dam East	C			C		C		C			C		C		C			C		C		C			C		C	C	C		
Dam West	C			C		C		C			C		C		C			C		C		C			C		C	C	C		
Spillway	C			C		C		C			C		C		C			C		C		C			C		C	C	C		
Lithia Springs	C			C		C		C			C		C		C			C		C		C			C		C	C	C		
Opossum Creek	P1			P1		P1		C			C		C		C			C		C		C			C		C	C	C		
Coon Creek	P1			P1		C		C			C		C		C			C		C		C			C		C	C	C		
Lone Point	P1			P1		P1		C			C		C		C			C		C		C			C		C	C	C		
Whitley Creek	P1			P1		P1		C			P1		P1		C			P1		P1		C			P1		C	C	C		
Sullivan Beach	C			C		C		C			C		C		C			C		C		C			C		C	C	C		
Okaw Bluff	C			C				C			C				C			C				C			C				C		
Bo Wood	C			C		C		C			C		C		C			C		C		C			C		C	C	C		
Wilborn Creek	P1			P1		P1		C			P1		P1		C			P1		P1		C			C		C	C	C		

Note: Admin & Maint area will be serviced on Thursday, 25 May instead of Monday, 29 May due to holiday

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
JUNE 2000

APP. C-5

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Admin. & Maint. Area					C							C							C							C				
Dam East	C		C		C			C		C		C			C		C		C			C		C		C			C	
Dam West	C		C		C			C		C		C			C		C		C			C		C		C			C	
Spillway	C		C		C			C		C		C			C		C		C			C		C		C			C	
Lithia Springs	C		C		C			C		C		C			C		C		C			C		C		C			C	
Opossum Creek	C		C		C			C		C		C			C		C		C			C		C		C			C	
Coon Creek	C		C		C			C		C		C			C		C		C			C		C		C			C	
Lone Point	C		C		C			C		C		C			C		C		C			C		C		C			C	
Whitley Creek	P1		P1		C			P1		P1		C			P1		P1		C			P1		P1		C			P1	
Sullivan Beach	C		C		C			C		C		C			C		C		C			C		C		C			C	
Okaw Bluff	C				C			C				C			C				C			C				C			C	
Bo Wood	C		C		C			C		C		C			C		C		C			C		C		C			C	
Wilborn Creek	P1		P1		C			P1		P1		C			P1		P1		C			P1		P1		C			P1	

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
JULY 2000

APP. C-6

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area			C							C							C							C							C
Dam East	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Dam West	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Spillway	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Lithia Springs	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Opossum Creek	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Coon Creek	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Lone Point	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Whitley Creek	C	C	C			P1		P1		C			P1		P1		C			P1		P1		C			P1		P1		C
Sullivan Beach	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Okaw Bluff			C			C				C			C				C			C				C			C				C
Bo Wood	C	C	C			C		C		C			C		C		C			C		C		C			C		C		C
Wilborn Creek	C	C	C			P1		P1		C			P1		P1		C			P1		P1		C			P1		P1		C

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
AUGUST 2000

APP. C-7

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area							C							C							C							C			C
Dam East			C		C		C			C		C		C			C		C		C			C		C		C			C
Dam West			C		C		C			C		C		C			C		C		C			C		C		C			C
Spillway			C		C		C			C		C		C			C		C		C			C		C		C			C
Lithia Springs			C		C		C			C		C		C			C		C		C			C		C		C			C
Opossum Creek			C		C		C			C		C		C			C		C		C			C		C		C			C
Coon Creek			C		C		C			C		C		C			C		C		C			C		C		C			C
Lone Point			C		C		C			C		C		C			C		C		C			C		C		C			C
Whitley Creek			P1		P1		C			P1		P1		C			P1		P1		C			P1		P1		C			P1
Sullivan Beach			C		C		C			C		C		C			C		C		C			C		C		C			C
Okaw Bluff			C				C			C				C			C				C			C				C			C
Bo Wood			C		C		C			C		C		C			C		C		C			C		C		C			C
Wilborn Creek			P1		P1		C			P1		P1		C			P1		P1		C			P1		P1		C			P1

Note: Admin & Maint area will be serviced on Thursday, August 31, instead of Monday, September 4 due to holiday

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
SEPTEMBER 2000

APP. C-8

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Admin. & Maint. Area										C								C							C					
Dam East		C	C	C			C		C		C			C				C			C				C			C		
Dam West		C	C	C			C		C		C			C				P			C				P			P		
Spillway		C	C	C			C		C		C			C				C			C				C			C		
Lithia Springs		C	C	C			C		C		C			C				C			C				C			C		
Opossum Creek		C	C	C			P1		P1		C			P1				P1			P1				P1			P1		
Coon Creek		C	C	C			P1		P1		C			P1				P1			P1				P1			P1		
Lone Point		C	C	C			P1		P1		C			P1				P1			P1				P1			P1		
Whitley Creek		C	C	C			P1		P1		C			P1				P1			P1				P1			P1		
Sullivan Beach		C	C	C			C		C		C			C							C									
Okaw Bluff				C			C				C			C				C			C				C			C		
Bo Wood		C	C	C			C		C		C			C				C			C				C			C		
Wilborn Creek		C	C	C			P1		P1		C			P1				P2			P1				P2			P2		

Note: Admin & Maint area will be serviced on Thursday, August 31, instead of Monday, September 4 due to holiday

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
OCTOBER 2000

APP. C-9

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area		C				C										C							C							C	
Dam East		C				C			C				C			C				C			C				C			C	
Dam West		P				P			P				P			P				P			P				P			P	
Spillway		C				C			C				C			C				C			C				C			C	
Lithia Springs		C				C			C				C			C				C			C				C			C	
Opossum Creek		P1				P1			P1				P1			P1				P1			P1				P1			P1	
Coon Creek		P1				P1			P1				P			P1				P			P				P			P	
Lone Point		P1				P1			P1				P1			P1				P1			P1				P1			P1	
Whitley Creek		P1				P1			P1				P1			P1				P1			P1				P1			P1	
Sullivan Beach																															
Okaw Bluff		C				C			C				C			C				C			C				C			C	
Bo Wood		C				C			C				C			C				C			C				C			C	
Wilborn Creek		P2				P2			P2				P2			P2				P2			P2				P2			P2	

Note: Admin & Maint area will be serviced on Friday October 6, instead of Monday, October 9 due to holiday.

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
NOVEMBER 2000

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Admin. & Maint. Area						C							C							C							C			
Dam East						C							C							C							C			
Dam West						P							P							P							P			
Spillway						C							P							P							P			
Lithia Springs						C							P							P							P			
Opossum Creek						P1							P							P							P			
Coon Creek						P																								
Lone Point						P1							P							P							P			
Whitley Creek						P1							P							P							P			
Sullivan Beach																														
Okaw Bluff						C							C							C							C			
Bo Wood						C							P							P							P			
Wilborn Creek						P2							P							P							P			

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
DECEMBER 2000

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area						C							C							C							C				
Dam East													C																		
Dam West													P																		
Spillway													P																		
Lithia Springs													P																		
Opossum Creek													P																		
Coon Creek																															
Lone Point													P																		
Whitley Creek													P																		
Sullivan Beach																															
Okaw Bluff																															
Bo Wood													P																		
Wilborn Creek													P																		

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
JANUARY 2001

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area			C							C							C							C							C
Dam East										C																					
Dam West										P																					
Spillway										P																					
Lithia Springs										P																					
Opossum Creek										P																					
Coon Creek																															
Lone Point										P																					
Whitley Creek										P																					
Sullivan Beach																															
Okaw Bluff																															
Bo Wood										P																					
Wilborn Creek										P																					

APP, C-13

[illegible]

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
MARCH 2001

APP. C-14

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area					C							C							C							C					
Dam East					C							C							C							C					
Dam West					P							P							P							P					
Spillway					P							P							P							P					
Lithia Springs					P							P							P							P					
Opossum Creek					P							P							P							P					
Coon Creek																															
Lone Point					P							P							P							P					
Whitley Creek					P							P							P							P					
Sullivan Beach																															
Okaw Bluff																															
Bo Wood					P							P							P							P					
Wilborn Creek					P							P							P							P					

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
APRIL 2001

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Admin. & Maint. Area		C							C							C							C							C
Dam East		C							C							C							C							C
Dam West		P							P							P							C							C
Spillway		P							C				F	F		C				F	F		C				F	F		C
Lithia Springs		P							C				F	F		C				F	F		C				F	F		C
Opossum Creek		P							P1				F	F		P1				F	F		P1				F	F		P1
Coon Creek									P1				F	F		P1				F	F		P1				F	F		P1
Lone Point		P							P1				F	F		P1				F	F		P1				F	F		P1
Whitley Creek		P							P1				F	F		P1				F	F		P1				F	F		P1
Sullivan Beach																							C							C
Okaw Bluff		C							C							C							C							C
Bo Wood		P							C				F	F		C				F	F		C				F	F		C
Wilborn Creek		P							P2				F	F		P2				F	F		P1				F	F		P1

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
MAY 2001

APP. C-15

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Admin. & Maint. Area							C							C							C			C							
Dam East			C		C		C			C		C		C			C		C		C			C		C	C	C			C
Dam West			C		C		C			C		C		C			C		C		C			C		C	C	C			C
Spillway			C		C		C			C		C		C			C		C		C			C		C	C	C			C
Lithia Springs			C		C		C			C		C		C			C		C		C			C		C	C	C			C
Opossum Creek			P1				C			C		C		C			C		C		C			C		C	C	C			C
Coon Creek			P1		C		C			C		C		C			C		C		C			C		C	C	C			C
Lone Point			P1				C			C		C		C			C		C		C			C		C	C	C			C
Whitley Creek			P1		P1		C			P1		P1		C			P1		P1		C			P1		C	C	C			P1
Sullivan Beach			C		C		C			C		C		C			C		C		C			C		C	C	C			C
Okaw Bluff			C				C			C				C			C				C			C				C			C
Bo Wood			C		C		C			C		C		C			C		C		C			C		C	C	C			C
Wilborn Creek			P1		P1		C			P1		P1		C			P1		P1		C			C		C	C	C			P1

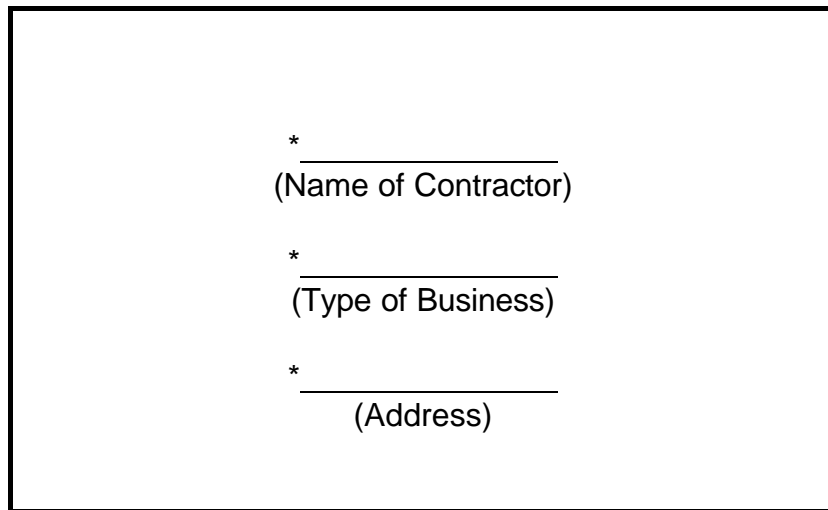
Note: Admin & Maint area will be serviced on Thursday, 24 May instead of Monday, 28 May due to holiday.

Lake Shelbyville SOLID WASTE REMOVAL SCHEDULE
JUNE 2001

Facility	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Admin. & Maint. Area				C							C							C							C					
Dam East		C		C			C		C		C			C		C		C			C		C		C			C		C
Dam West		C		C			C		C		C			C		C		C			C		C		C			C		C
Spillway		C		C			C		C		C			C		C		C			C		C		C			C		C
Lithia Springs		C		C			C		C		C			C		C		C			C		C		C			C		C
Opossum Creek		C		C			C		C		C			C		C		C			C		C		C			C		C
Coon Creek		C		C			C		C		C			C		C		C			C		C		C			C		C
Lone Point		C		C			C		C		C			C		C		C			C		C		C			C		C
Whitley Creek		P1		C			P1		P1		C			P1		P1		C			P1		P1		C			P1		C
Sullivan Beach		C		C			C		C		C			C		C		C			C		C		C			C		C
Okaw Bluff				C			C				C			C				C			C				C			C		
Bo Wood		C		C			C		C		C			C		C		C			C		C		C			C		C
Wilborn Creek		P1		C			P1		P1		C			P1		P1		C			P1		P1		C			P1		C

APPENDIX D

VEHICLE SIGNS



* _____
(Name of Contractor)

* _____
(Type of Business)

* _____
(Address)

* NOTE: All lettering shall be at least 12 inch high. This shall be a professionally made sign designed to be placed on the side of a vehicle. Hand lettering on paper or cardboard is not acceptable.

APPENDIX E

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Quality Assurance Surveillance Plan (QASP). This plan will be used to assure the Government that the work specified under this contract is completed satisfactorily. Surveillance will be conducted three ways.

1.1. Checklists. - As Requested. Work that is performed as requested, but is found to be deficient, cannot be corrected due to the short time span before the next scheduled cleaning. No payment will be made for deficient work.

1.2. Formal Customer Complaints. Information gathered in writing from employees or the public about specific deficiencies in services provided as a part of this contract will not be used to withhold payment, when the method of inspection is random sampling. However, they must be corrected by the contractor, if time permits. Customer complaints may also be used to substantiate findings of other sampling procedures used by the Government as a part of the QASP.

1.3. Should it become necessary for the Government's Inspector to perform re-inspections of defective work that was required to be redone (due to failure of contractor Quality Control System to locate and cure these deficiencies prior to inspections), there will be a re-inspection/administration charge equal to the Actual Government Cost (AGC) at the Effective Hourly Rate (EHR) applied to re-inspect park cleaning per inspection, per park. The AGC re-inspection time will start the minute the inspector is called and/or stops his other duties to perform the re-inspection and will end after the inspector returns to his duty site after the inspection. These charges will be deducted from the contractor's monthly invoice. Re-inspection charges will only be charged when contractor has been given the opportunity to do over again work that was not originally performed correctly. Deductions for re-inspection will be taken based on the following example:

EXAMPLE:

a. Re-inspection of small dumpsters is required in Coon Creek and in Bo Wood. The Government's Inspector was at the office at the time he was called to re-inspect. His actual time to inspect the two parks and return to his duties at the office was 105 minutes. The Effective Hourly Rate (EHR) is \$11.30 per hour.

The re-inspection deduction will be made as follows:

$$\text{EHR}/60 \text{ minutes} \times \text{inspection minutes} = \text{Deduction}$$

$$\$11.30/60 \times 105 = \$19.78$$

1.3.1. Monitoring. Inspections of all services performed under this contract will be performed according to a schedule developed by the Government. The number of

times that a cleaning service is provided by the contractor for a given bid item during a specific time period (i.e. day, week, etc.) is called a "lot". A random sample will be created from each lot for inspection. Only those items appearing in the monthly random samples will be used for evaluating performance. However, deficiencies in services that are not included in the sample schedule will be brought to the attention of the contractor for corrective action.

1.3.2. Acceptable Quality Level (AQL). The maximum number of defective items in a lot that can be considered satisfactory on the average is called the acceptable quality level. The AQL for each service to be performed can be found in Appendix F. When the number of defects for a specified service (or lot) is below the AQL, the work will be considered satisfactory. However, the contractor is still required to correct the deficiencies if possible. Each service that is performed will be determined acceptable or deficient according to the inspection rating that it receives.

1.3.3. Deductions. If the number of defective items exceed the AQL for that lot, a deduction will be made based on the following example:

If: Quality of work completed for emptying small dumpsters is found to be unsatisfactory (the AQL of 4% is exceeded).

And: Contract price is \$4000 per month

And: Quality of completed work deduct percentage is 15% (percentage obtained when cost per month for a specific bid item is divided by total contract cost per month (Also see Section C, paragraph 1.11.1)

And: Sample size is 100

And: Number of defects in sample is 25 (Reject number is 4)

Then: The amount to be deducted from the monthly payment will be calculated as follows:

Contract Price	\$4,000
x Deduct Percentage	<u>0.15</u>
	\$ 600
Percent of Sample Defective	<u>.25</u>
Deduction from monthly payment for emptying small dumpsters during the month of June =	\$ 150

APPENDIX F

PERFORMANCE REQUIREMENTS AND ACCEPTABLE QUALITY LEVEL

SERVICE	STANDARD	AQL
1. Dumpster	Free of all trash, garbage and other remains. It has been washed with approved cleaners. No offensive odor is detected. Dumpster is placed back on pad and is secured as necessary. Lids are closed and made of lightweight material or are counter-balanced so that a force no greater than 10 pounds is needed to open and close lid. Dumpster is in good condition; no broken wheels or casters, large dents or holes, and is painted in color approved by the Contracting Officer. Trash is picked up off the pad and within 10 feet surrounding the pad.	4%
2. Fish Cleaning Station	All surfaces of the structure, concrete pad, fixtures, and holding basket are free of webs, nests, scales, and other foreign material after cleaning. Holding tank is empty of all fish remains (including scales) and any other foreign material. The holding tank plug is replaced, the tank is filled half-full of water, and a deodorant is added to the water. The tabletop cutting surfaces are free of stains. The holding basket is replaced properly and not damaged during removal of remains.	4%

APPENDIX G

CONTRACT DISCREPANCY REPORT For use of this form, see DA PAM 715-15; the proponent agency is DCSLOG.			1. CONTRACT NUMBER
2. TO: <i>(Contractor and Manager Name)</i>		3. FROM <i>(Name of QAE)</i>	
DATES			
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail; Include reference in PWS/Directive; Attach continuation sheet if necessary)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S REPRESENTATIVE			
6. TO: <i>(Contracting Officer's Representative)</i>		7. FROM: <i>(Contractor)</i>	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION <i>(Acceptance, partial acceptance, rejection; attach continuation sheet if necessary.)</i>			
12. GOVERNMENT ACTIONS <i>(Payment deduction, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
QAE			
CONTRACTING OFFICER'S REPRESENTATIVE			

APPENDIX H

ANNUAL PEST CONTROL PLAN

ANTICIPATED USAGE REPORT _____ ACTUAL USAGE REPORT _____
FIELD OFFICE: _____ DISTRICT: _____
CALENDAR YEAR: _____ DATE: _____ PAGE: _____

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PESTICIDE TRADE NAME: _____ EPA CLASS: _____ EPA REGISTRATION #: _____

TARGET PEST: _____

LOCATION DESCRIPTION: _____

TOTAL ESTIMATED QUANTITY: _____ TOTAL ESTIMATED ACREAGE: _____

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PESTICIDE TRADE NAME: _____ EPA CLASS: _____ EPA REGISTRATION #: _____

TARGET PEST: _____

LOCATION DESCRIPTION: _____

TOTAL ESTIMATED QUANTITY: _____ TOTAL ESTIMATED ACREAGE: _____

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PESTICIDE TRADE NAME: _____ EPA CLASS: _____ EPA REGISTRATION #: _____

TARGET PEST: _____

LOCATION DESCRIPTION: _____

TOTAL ESTIMATED QUANTITY: _____ TOTAL ESTIMATED ACREAGE: _____

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PESTICIDE TRADE NAME: _____ EPA CLASS: _____ EPA REGISTRATION #: _____

TARGET PEST: _____

LOCATION DESCRIPTION: _____

TOTAL ESTIMATED TOTAL ESTIMATED

APPENDIX H

QUANTITY: _____

ACREAGE: _____

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